

REQUEST FOR PROPOSALS

for

DISASTER IMPACT PROJECT

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
http://www.in.gov/ihcda/

317-232-7777

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PART 1 SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS ("RFP")

The Indiana Housing and Community Development Authority ("IHCDA") seeks to contract with a qualified consultant to provide an analysis of the impact of 2008 storms on the 82 counties where IHCDA deployed Community Development Block Grant for Disaster Recovery funds ("CDBG-DR") as detailed in the Scope of Services section of this RFP.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The Indiana Housing and Community Development Authority ("IHCDA") creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

VISION

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

OVERVIEW (for more information visit http://www.in.gov/ihcda/)

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

3. SCOPE OF SERVICES

A. <u>OVERVIEW</u>:

The U.S. Department of Housing and Urban Development ("HUD") awards Community Development Block Grant for Disaster Recovery ("CDBG-DR") funds to the states to use for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in areas covered by a declaration of major disaster under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. These funds were appropriated to Indiana after the three disaster periods (DR-1740, DR-1766, and DR-1975) to be used to address disaster-related impacts in Presidentially-declared counties through CDBG eligible activities (according to regulations and waivers).

The State desires to determine whether the activities that IHCDA funded in these counties address a disaster-related impact (direct or indirect). This would involve contracting with a person or entity to conduct research that determine, document or quantifies how each of these counties were impacted by the 2008 floods and further analyze whether IHCDA's activities that were funded with CDBG-DR funding (mostly new construction and rehabilitation of multifamily housing and rehabilitation of single-family housing) contributed to disaster recovery in the counties they were funded (e.g. restoring and improving housing stock, restoring property values to pre-flood levels) were the type of activity that would help address at least one of the impacts to each community and contribute to the recovery the community/county. IHCDA also used CDBG-DR funds to rehabilitate Emergency Shelters throughout the state, purchase homes located in floodplains, and provided temporary rental assistance to households that were displaced because of floods.

B. **PROJECT**:

The consultant will develop and execute a methodology to determine, document or quantify how each of these counties were impacted by the 2008 floods and further analyze whether IHCDA's activities that were funded with CDBG-DR funding would address at least one of those impacts.

C. PLAN OF RESEARCH:

Contractor will perform the following activities:

- 1. Using appropriate quantitative and qualitative methods, determine the economic impact of the disasters on the 82 counties deemed Presidential disaster areas as a result of disaster periods DR-1740, DR-1766, and DR-1975. Possible sources of information include but are not limited to:
 - a. Property tax records;
 - b. Pre-disaster and post-disaster photographs;
 - c. Newspaper articles illustrating the impact of the disasters on local markets;
 - d. Certifications of need by chief elected officials produced after the impact;
 - e. Declarations by governing councils; and
 - f. Disaster recovery plans adopted by local units of government;
 - g. Planning documents that include information on pre-disaster conditions, such as approved Consolidated Plans and Annual Action Plans;
 - h. Information from the Federal Emergency Management Agency regarding the immediate and longer-term impact of the disasters.

- 2. On a county by county basis, contractor will determine how many housing units existed before the disaster periods, how many were destroyed, how many suffered major damage, how many suffered minor damage, and how many were otherwise affected to arrive at a total number of impacted housing units. Contractor should substantiate this analysis with contextual information from each county as outlined above.
- 3. Contractor will produce, distribute, and analyze surveys in each county for residents, elected officials, and local response agencies about various aspects of the impact of 2008 disasters on the surrounding community (regarding available housing options, number of neighbors, and quality of life).
- 4. Evaluate the effectiveness of IHCDA investments of CDBG-DR funds in addressing the impacts established through the preceding analysis.
- 5. Contractor will then compare this data of illustrated impact with where IHCDA invested in new and rehabilitated housing using CDBG-DR funds and test the strength of the connection between the impact of the disaster in a specific county and the need for new or rehabilitated housing in that county.
- 6. Contractor will provide a qualitative description of the impacts of the storms with respect to the type of built environment or market affected, how those effects varied across geography, and how the CDBG-DR funded programs addressed these needs.
- 7. Contractor will provide a final report regarding the relationship between how IHCDA deployed CDBG-DR funds and the specific effects of the disasters on housing.

D. <u>AREA OF RESEARCH</u>:

The following Indiana counties (those that were eligible for assistance with CDBG-DR funds) will form the basis for Contractor's study:

Adams, Allen, Bartholomew, Benton, Boone, Brown, Carroll, Cass, Clark, Clay, Crawford, Daviess, De Kalb, Dearborn, Decatur, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, Lake, La Porte, Lawrence, Madison, Marion, Marshall, Martin, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Porter, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, St. Joseph, Starke, Sullivan, Switzerland, Tippecanoe, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warrick, Washington, Wayne, White, Whitley

4. **RFP TIMELINE**

July 15, 2015 RFP released to the general public July 31, 2015 RFP response deadline Final selection made

RFP PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA. Respondent must also be responsive and responsible as described in Sections 2 and 4 of Part 2 of this RFP. Selection of a respondent is at the sole discretion of IHCDA.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondents must meet the following minimum requirements to be deemed responsive to this RFP.

Experience

- o Preferably 5 years relevant experience in any of the following areas:, economic impact analysis, qualitative and quantitative methods, and/or urban and regional planning
- Experience conducting similar analyses;
- Experience collaborating with local and federal jurisdictions, housing developers, and impacted individuals to complete qualitative and quantitative analyses;
- Experience performing housing market analyses; and
- Knowledge of both IHCDA and CDBG rules, regulations and best practice is preferred.

3. QUALIFICATIONS EVALUATION CRITERIA

The following will be IHCDA's primary consideration in the selection process:

- 1. Compliance with requirements of this RFP;
- 2. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP;
- 3. Experience of the Respondent;
- 4. Proposed timeline;
- 5. Strength of references from clients with similar engagements and previous engagements involving IHCDA;
- 6. Demonstrated understanding of IHCDA's administration of CDBG-DR funds and proposed strategy for management of this impact analysis, if selected; and
- 7. Competitive fee, with all costs (including but not limited to travel, time, and supplies,) included for completion of each county analysis pursuant to this RFP. Cost estimates should be by deliverable, not by hour.

4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any contract until the selected respondent, has been determined to be responsible. A responsible respondent must:

- 1. Have adequate financial resources to perform the project, or the ability to obtain them;
- 2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
- **3.** Have a satisfactory performance record with IHCDA;

- **4.** Have a satisfactory record of integrity and business ethics;
- **5.** Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- **6.** Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- **7.** Have supplied all requested information;
- **8.** Be legally qualified to contract in the State of Indiana and is an entity described in IC Title 23, is properly registered, and owes no outstanding reports to the Indiana Secretary of State (There is a fee to register with the Secretary of State); and
- **9.** Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in <u>Section 2 of Part II</u> of this RFP, entitled "<u>Minimum Requirements/Responsive Respondent</u>". Therefore, Respondent must review <u>Section 2 of Part II</u> of this RFP very carefully before submitting its responses. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

- 1. Resumes for each person that will be assigned to the engagement. At a minimum, resumes should contain the person's name, educational background, and relevant experience related to this project's requirements.
- 2. Discuss Respondent's plan to manage this project. Respondent's plan should include but is not limited to a methodology for showing disaster impact on the damaged counties, including methods for performing initial needs assessments, providing contextual file documentation of disaster impact, distributing surveys for individuals affected, and then connecting this information with where IHCDA assisted development with CDBG-DR. Plan should include expected completion dates for each item.
- 3. Discussion of relevant experience with similar analyses.
- 4. Discussion of why Respondent should be selected over any other respondent.
- 5. Outline of proposed timeline.
- 6. Outline of proposed fee structure.

6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Respondent's proposal must be submitted via email. All documents must be submitted in PDF to Christina Kirkpatrick at Ckirkpatrick@ihcda.in.gov.

The deadline for submission is July 31, 2015 at 5:00 PM EST.

Applications that do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

PART 3 TERMS AND CONDITIONS

1. STATE POLICIES

- A. <u>ETHICAL COMPLIANCE</u>: By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. <u>Confidential Information</u>: Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information.
- C. <u>Taxes</u>, <u>Fees and Penalties</u>: By submitting a proposal respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.
- D. <u>Conflict of Interest</u>: Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select respondent. Further, IHCDA reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.
- E. <u>APPEALS/PROTEST</u>: Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
 - a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
 - b. Unfair competition or conflict of interest in the decision-making process;
 - c. An illegal, unethical or improper act; or

d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Officer, who shall issue a written decision on the matter. The Compliance Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations: **N/A**

3. RFP TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.

M.	I. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.			

<<TYPE SERVICE>>

4. QUALIFICATION COVER SHEET

Name of Individual, Firm or Business:	
Address:	
Phone Number: Fax Number: Web Site Address:	

QUALIFICATION Contact Person:

Title:

Email Address:

Phone:

Contract Signatory Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contains correct and may be viewed as an accurate re organization. I acknowledge that I have read a and agree to abide by the terms and conditions	representation of proposed ser and understood the requiremen	vices to be provided by this
I am t	the	of
the (type name of signatory authority) corpor company and the Respondent herein, and I an Housing and Community Development Author	n legally authorized to sign thi	s and submit it to the Indiana
18 U.S.C. § 1001, "Fraud and False Statements," pof the executive, legislative, or judicial branch of twillfully: (1) falsifies, conceals, or covers up be materially false, fictitious, or fraudulent statement document knowing the same to contain any material fined under this title, and/or imprisoned for not longer than the statement of the stat	the Government of the United States by any trick, scheme, or device nt or representation; or (3) makerially false, fictitious, or fraudul	ates, <u>anyone who</u> knowingly and a material fact; (2) makes any es or uses any false writing or
Respondent:		
Signed:	_	
Name:	_	
Title:		
Date:		
Firm name:		